

Government of the Virgin Islands

SUPPLY CONTRACT

THIS AGREEMENT, made this 12 day of May 2020, in the Territory of the United States Virgin Islands, by and between the Government of the Virgin Islands, Department of Property and Procurement on behalf of the Department of Public Works (hereinafter referred to as "Government") and MLC Holdings, LLC d/b/a Import Supply, whose address is P.O. Box 302808, St. Thomas, Virgin Islands 00803 (hereinafter referred to as "Contractor"),

WITNESSETH:

WHEREAS, the Government is in need of a contractor to provide Generator Service and Maintenance to the Department of Public Works on St. Thomas, Virgin Islands; and

WHEREAS, the Contractor was selected in accordance with the authority in Title 31 V.I.C. § 239 (a) (8); and

WHEREAS, the Contractor represents that it is willing and capable of providing the services in an expeditious manner and in accordance with the specifications cited in Addendum I and II and III; it is mutually agreed between the parties as follows:

Section I. That for and in consideration of the prices and other terms and conditions of this contract, the Contractor agrees to provide Generator Service and Maintenance to the Department of Public Works on St. Thomas, United States Virgin Islands. The Contractor shall furnish all the necessary supplies to provide the services outlined in Addendum I, (Scope of Work) attached hereto and made a part of this Contract.

Section II. The Government in consideration of the full and true satisfactory performance of the services by the contractor described in Addendum I, (Scope of Work), agrees to pay the Contractor in accordance with invoices submitted and approved by the Commissioner of the Department of Public Works, as set forth in Addendum II, (Compensation) attached hereto and made a part of this Contract.

Section III. This Contract shall commence upon execution by the Commissioner of the Department of Property and Procurement and shall terminate one (1) year thereafter, unless mutually extended or terminated by the parties. The services under this contract shall be for a period of one (1) year with a renewable option for a period of one (1) year. No alterations or variations of the terms of the proposal shall be valid or binding upon the Government unless made in writing and approved by the Government.

Section IV. The Contractor agrees to provide the services outlined in Addendum I (Scope of Work), in accordance with the terms and conditions outlined in Addendum III (General Provisions), attached hereto and made a part of this Contract.

Section V. This Contract shall be governed by the laws of the United States Virgin Islands and jurisdiction shall remain in the United States Virgin Islands.

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Initials 

Section VI. This Contract shall be subject to the availability and appropriation of funds. The Contractor shall only perform services when directed by the Department of Public Works or his authorized representative.

Section VII. This Contract constitutes the entire agreement between the parties hereto, and all prior understandings or communications, written or oral, with respect to the Service, which is the subject matter of this Contract, are merged herein.

Section VIII. The effective date of this Contract shall be the day of the execution of the Contract by the parties.

Section VIII. Contractor shall maintain the following insurance coverages during the term of this Contract:

(a) **COMMERCIAL GENERAL LIABILITY:** Commercial general liability insurance, in a form acceptable to the Government, on a "per occurrence" basis with a minimum limit of not less than one hundred thousand dollars (\$100,000.00) for any one person per occurrence for death or personal injury and one hundred thousand dollars (\$100,000.00) for any one occurrence for property damage. Insurance policy(ies) shall name the Government of the Virgin Islands as the certificate holder and additional insured via an endorsement.

(b) **WORKERS' COMPENSATION:** Contractor shall supply current coverage under the Government Insurance Fund or other form of coverage.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written. This Contract is executed as an original, in the year and day mentioned in the first paragraph.

WITNESSES:

George
Thomas

Kyle
Thomas

Mark
van den Driessche

GOVERNMENT OF THE VIRGIN ISLANDS

Anthony D. Thomas
Anthony D. Thomas
Commissioner
Department of Property and Procurement

5/12/2020
Date

Nelson Petty Jr.
Nelson Petty Jr.
Commissioner
Department of Public Works

5/16/2020
Date

CONTRACTOR

Mark van den Driessche
Mark van den Driessche
Owner
MLC Holdings LLC d/b/a Import Supply

20/4/2020
Date

(Corporate seal if Contractor is a Corporation)

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ADDENDUM I

(Scope of Work)

Generator Service: 120KW Generator

MLC Holdings LLC d/b/a Import Supply will provide **monthly** Generator Service and Maintenance to the Department of Public Works ("DPW"). Services will include, where appropriate, the checking of:

- System hours reading,
- Fuel level check of oil,
- Coolant and fuel,
- Inspection of hoses and fuel lines for cracks and leaks,
- Check alternator output voltage,
- Check battery charger output voltage,
- Battery load test and/ or hydrometer check as well as terminal corrosion inspection,
- Inspection of Belts for wear and tension,
- Battery condition,
- Full check of the exhaust system,
- Check of all system gauges,
- Physical condition of transfer switch, and;
- Generator will be started and exercised during inspection.

*DPW will be advised of any problem areas and/or recommendations as required, and such other services as the DPW and MLC Holdings LLC d/b/a Import Supply may agree upon from time to time.

*DPW agrees to allow MLC Holdings, LLC d/b/a Import Supply to install, charge, replace or repair all necessary parts to maintain integrity of the generator.

*DPW will provide MLC Holdings, LLC d/b/a Import Supply with necessary keys or access codes to enter location for service and repair. **In addition:** Inspection and Clean transfer switch, conduct INFRARED Inspection of operating transfer switch and battery negative post, tighten or correct hot spots identified, conduct load test including cold start test.

*Minor discrepancies found during inspection of the generator will be repair and bill accordingly. MLC Holdings LLC d/b/a Import Supply will notify DPW of any major discrepancies discovered before making repairs. Approval of such repairs **must** be approved prior by DPW.